Teamsters Union Local No. 688 affiliated with the International Brotherhood of Teamsters, AFL–CIO (Jefferson Smurfit Corporation) *and* Charles Epley. Case 14–CB–8241

August 27, 1998

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX AND HURTGEN

On a charge, amended charge, and second amended charge filed by Charles Epley, an individual Charging Party, on January 24, March 2, and May 24, 1994, respectively, a complaint and notice of hearing issued on May 27, 1994, alleging, inter alia, that Teamsters Union Local No. 688, affiliated with the International Brotherhood of Teamsters, AFL–CIO (the Respondent), violated Section 8(b)(1)(A) of the Act by failing to give nonmember unit employees notice of their rights under *Communication Workers v. Beck*.[1] On June 13, 1994, the Respondent filed a timely answer to the complaint.

Thereafter, the Respondent and the Charging Party executed an informal settlement agreement, approved on July 1, 1994. On March 8, 1995, the General Counsel issued an order vacating and setting aside settlement agreement, amended complaint, and notice of hearing. On March 15, 1995, The Respondent filed a timely answer to the amended complaint.

Thereafter, the Respondent and the Charging Party executed another informal settlement agreement, approved on June 15, 1995. This informal settlement "reserved out" the issue of the Respondent's refusal to give nonmember unit employees notice of their *Beck* rights.

On June 21, 1995, the General Counsel, the Respondent, and the Charging Party filed with the Board a stipulation of facts and motion to transfer the case to the Board. The parties agree that the stipulation and attached exhibits, including the charge, the amended charge, the second amended charge, the complaint and notice of hearing, the answer to complaint, the settlement agreement approved July 1, 1994, the order vacating and setting aside settlement agreement, the amended complaint and notice of hearing, the answer to amended complaint, the order postponing hearing indefinitely, and the settlement agreement approved on June 15, 1995, shall constitute the entire record in this case and that no oral testimony is necessary or desired. The parties have waived a hearing before and decision by an administrative law judge.

On September 8, 1995, the Board approved the stipulation and transferred the proceeding to the Board for issuance of a decision and order. The General Counsel filed a brief.

[1] 487 U.S. 735 (1988).

On the entire record and brief, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

Jefferson Smurfit Corporation, the Employer, is engaged in the manufacture and nonretail sale of containers at production facilities in the St. Louis metropolitan area including Kirkwood, Missouri, the Employer's Kirkwood facility. At all material times, the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. At all material times, the Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES PRACTICES

Since July 20, 1992, the Respondent was certified and by virtue of Section 9(a) of the Act has been the exclusive collective-bargaining representative of the following unit employees of the Employer:

> All full-time and regular part-time production and maintenance employees, including leadmen, employed by the Employer at its 3505 Tree Court Industrial Boulevard, Kirkwood, Missouri facility, EXCLUDING office clerical and professional employees, guards, and supervisors as defined in the Act.

Since April 25, 1993, the Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the unit and containing the following union-security provision:

> It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon these persons continuing their payment of the periodic dues of the Union. . . . Further, the failure of any person to maintain his union membership in good standing as required herein shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.[2]

[2] The complaint does not allege that this clause is facially unlawful.

Chairman Gould notes that, although the complaint does not allege that the union-security clause herein is facially invalid because of its requirement that unit employees "shall become members of the Union," where membership "in good standing" is conditioned on the employees' payment of "periodic dues" to the Union, he notes that the Sixth Circuit in *Buzenius v. NLRB*, 124 F.3d 788 (1997), held that the union-security clause in that case containing similar language rendered it facially invalid. As Chairman Gould stated in his partial dissent in

It is alleged that the Respondent refused to give nonmember unit employees notice of the following matters

(a) The percentage of funds the Respondent spent in the last accounting year for nonrepresentational activities.

(b) The information that nonmember unit employees can object to having their dues and fees spent on nonrepresentational activities.

(c) The information that, if employees object to being charged for nonrepresentational activities, the Respondent will charge them only for representational activities.

(d) The information that, if employees object to being charged for nonrepresentational activities, the Respondent will provide them with detailed information concerning its expenditures for representational activities and nonrepresentational activities.

Since July 1, 1994, the Employer has hired 12 new nonmember unit employees.[3] They were retained for more than 31 days following the commencement of their employment. The terms of the union-security provision apply to them.

The Employer, as part of its routine practice and procedure, and with the Respondent's knowledge, provides new hires, including the 12 mentioned above, with a packet of materials on their first day of employment. The Employer instructs the new hires to read and fill out the forms in the packet. The materials include tax-withholding and other forms, including an application for union membership and a dues-checkoff authorization. The materials from the Respondent do not refer to *Beck* rights or otherwise inform new hires of their right to become financial core members or *Beck* objectors. The new hires, including the 12 hired since July 1994, executed applications for union membership and executed dues-checkoff authorizations on their first day of employment.

From the second payroll period of the month following a new hire, the Employer withholds dues and forwards the dues along with membership applications to the Respondent. If an employee is hired during the first half of the month, the remittance is made during the second payroll period of the month in which the employee is hired. If an employee is hired during the latter half of the month, the remittance is made during the second payroll period of the month following the month in which the employee is hired.

The Respondent learns about new hires when it receives the dues and membership cards from the Employer, and it thereby learned that the aforementioned 12 had been hired. Thirty days thereafter, it collects dues under the provisions of the union-security clause. If the Respondent receives dues from an employee who has not been retained more than 30 days, the Respondent refunds the dues to the employee.

Since July 1, 1994, the Respondent has failed and refused to give the 12 newly hired nonmember unit employees, hired since that date, notice of their *Beck* rights. None of these employees has requested any information from the Respondent regarding their *Beck* rights, nor have they notified the Respondent of a desire to exercise their *Beck* rights.

A. The Contentions of the Parties

The General Counsel argues that the Respondent's duty of fair representation includes an obligation to give *Beck* notice to newly hired, nonmember unit employees before they are required to pay membership dues and fees under the union-security clause. The General Counsel states that it is the Respondent's contention[4] that notice to newly hired, nonmember unit employees is required only after those employees have requested information from the Respondent regarding their *Beck* rights, or have notified the Respondent of a desire to exercise their *Beck* rights.

B. Analysis and Conclusions

For reasons set forth below, we find that the Respondent violated Section 8(b)(1)(A) by failing to give 12 newly hired nonmember unit employees notice of their *Beck* rights before it first sought to obligate these employees to pay dues under the union-security clause.

In *California Saw & Knife Works*, 320 NLRB 224 (1995), enfd. 133 F.3d 1016 (7th Cir. 1998), the Board concluded that a union violates its duty of fair representation by failing to give notice of *Beck* rights when the Respondent first seeks to obligate nonmember unit employees to pay dues under a union-security clause. A union meets this notice obligation as long as it takes reasonable steps to ensure that all employees whom the union seeks to obligate to pay dues are given notice of their *Beck* rights. 320 NLRB at 233.

The notice should (1) inform employees that nonmembers have the right to object to paying for union activities not germane to the union's duties as bargaining agent and to obtain a reduction in fees for such activities; (2) provide sufficient information to enable the employee to decide intelligently whether to object; and (3) apprise employees of any internal union procedures for filing objections. If the employee chooses to object, he or she

Teamsters Local 443 (Connecticut Limousine Service), 324 NLRB 633 (1997), his concurring opinion in *Monson Trucking*, 324 NLRB 933 (1997), and his concurring opinion in *Group Health, Inc.*, 325 NLRB 342 (1998), he agrees with the Sixth Circuit, except to the extent that its reasoning relies upon *Patternmakers' League v. NLRB*, 483 U.S. 95 (1985).

Member Hurtgen agrees that a union-security clause requiring "membership in good standing" is unlawful on its face. See *NLRB v. General Motors*, 373 U.S. 734 (1963); *Communication Workers v. Beck*, supra. He further believes that a union-security clause requiring "membership" is unlawful on its face, unless the clause clearly sets forth the limitations placed on that term by *General Motors* and *Beck*.

[3] The significance of the July 1 date is that the 12 employees were hired on that date.

[4] The Respondent filed no brief.

must be apprised of the percentage of the reduction in dues and fees for objecting nonmembers, the basis for the calculation, and the right to challenge these figures.[5]

It is undisputed that the Respondent failed to notify 12 newly hired nonmember employees of the *Beck* rights specified above at the time it first sought to obligate them to pay dues. The Respondent did not arrange for the Employer to include a *Beck* notice in the packet of materials given to new hires when they were asked to join the Respondent and pay membership dues and fees. The Respondent did not use any other lawful method that ensures that newly hired nonmembers are informed of their *Beck* rights before or at the time that they are obligated to pay dues under the union-security clause. Under *California Saw*, supra, the Respondent violated its duty of fair representation by failing to provide that notice. Accordingly, we find that the Respondent violated Section 8(b)(1)(A) of the Act.

CONCLUSIONS OF LAW

1. Jefferson Smurfit Corporation is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Teamsters Union Local No. 688, affiliated with the International Brotherhood of Teamsters, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. By failing to notify 12 newly hired nonmember unit employees at the time it sought to obligate them to pay fees and dues under the union-security clause of the rights of nonmembers under *Beck*, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent violated Section 8(b)(1)(A), we will order it to cease and desist and take certain affirmative action designed to effectuate the policies of the Act, including, as explained more fully below, notifying employees of their rights under *Beck* and providing them with an opportunity to exercise their *Beck* objection rights retroactively.

The Board has a split opinion as to the class of employees to whom the remedy should be extended. For reasons stated in their separate opinions, Chairman Gould would provide the remedy to all unit employees, whether they are members or nonmembers of the Union; Member Hurtgen would require that the remedy be provided to all nonmember unit employees; and Member Fox would limit the class of employees to whom the remedy would be provided to nonmember employees whom the Respondent first sought to obligate to pay dues or fees under the union-security clause on or after July 1, 1994.

Member Hurtgen disagrees with Chairman Gould's position that the notices should be sent to all unit employees, i.e., members and nonmembers. In this regard, Member Hurtgen notes that this case was pled and litigated as involving only nonmember unit employees. The complaint was so confined, and the stipulation was so confined. It is thereby distinguishable from *Rochester Mfg. Co.*, 323 NLRB 260 (1997), relied on by dissenting Chairman Gould.

Chairman Gould and Member Hurtgen, contrary to dissenting Member Fox, would not confine the remedy to those who were hired since July 1, 1994. As Member Fox concedes, there is an established violation as to those employees. And, as she also concedes, the remedy can extend not only to the 12 employees named in the stipulation, but also to others who are similarly situated and who were hired since July 1, 1994.[6] Chairman Gould and Member Hurtgen do not understand why the remedy should not also extend to those who are similarly situated and hired before July 1. In their view, the key to the remedy is whether employees are situated similarly to the presently known victims of the unfair labor practices, not whether their hire happened to be before or after July 1. Finally, Chairman Gould and Member Hurtgen do not regard this remedy as punitive. It is restorative and compensatory in the classical sense, i.e., it gives employees the opportunities that they should have had if the Union had given appropriate notices.

In accordance with *Rochester Mfg Co.*, supra, with respect to those employees who, with reasonable promptness after receiving their notices, elect nonmember status and proceed to make *Beck* objections with respect to one or more of the accounting periods covered by the complaint, we shall order the Respondent, in the compliance stage of the proceeding to process their objections, nunc pro tunc, as it would otherwise have done, in accordance with the principles of *California Saw*. The Respondent shall then be required to reimburse the objecting nonmember employees for the reduction in their dues and fees, if any, for nonrepresentational activities that occurred during the accounting period or periods covered by the complaint in which they have objected. Interest on the amount of proportionate back dues and fees owed to an objector shall be computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

[5] 320 NLRB 233. We find no merit in the amended complaint allegation that the Respondent was obligated to inform employees of the percentage of funds spent in the last accounting year for nonrepresentational activities. Such an obligation would arise only after an employee has chosen to object.

[6] The stipulation covers the 12 employees hired *on* July 1, 1994. But it does not purport to limit the remedy to those employees. Indeed, even Member Fox concedes that the remedy can and should extend to employees hired *after* July 1.

ORDER

The National Labor Relations Board orders that the Respondent, Teamsters Union Local No. 688, affiliated with the International Brotherhood of Teamsters, AFL–CIO, their officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing to notify nonmember unit employees, when it first seeks to obligate them to pay dues under a union-security clause, of their right to be and remain nonmembers and of the rights of nonmembers under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in fees for such activities.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify all nonmember unit employees in writing of their right to be or remain nonmembers, and of the rights of nonmembers under *Communication Workers v. Beck*, supra, to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in fees for such activities.

(b) Process the objections of nonmember unit employees whom the Respondent first sought to obligate to pay dues or fees under the union-security clause on or after July 24, 1993, in the manner prescribed in the remedy section of this decision.

(c) Reimburse, with interest, nonmember unit employees who file objections under *Communication Workers v. Beck*, supra, with the Respondent for any dues and fees exacted from them for nonrepresentational activities, in the manner prescribed in the remedy section of this decision.

(d) Within 14 days after service by the Region, post at its union hall offices copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

CHAIRMAN GOULD, dissenting in part.

I agree with my colleagues that the Respondent violated the Act by failing to provide nonunion employees of the bargaining unit notice of their *Beck* rights, but I cannot agree with the scope of the remedial notice that is being ordered to remedy the violation.In *California Saw*[1] and *Weyerhaeuser*,[2] the Board discussed the "close connection" that exists between the rights of employees under the Supreme Court decisions in *General Motors*[3] and *Beck*.[4] Specifically, the Board explained that, because *Beck* rights may be exercised only by employees who are not members of the union, they must first be made aware and then exercise their right under *General Motors* to be and remain nonunion employees of the bargaining unit. *California Saw,* 320 NLRB 224, 235 fn. 57 (1995). Thus, when a union has unlawfully failed to provide nonunion bargaining unit employees with notice of their *Beck* rights, the remedy requires that they receive notice of both their *General Motors* and *Beck* rights, notwithstanding that no violation may have been found for failing to provide notice of *General Motors* rights. Id.

In accord with these principles, the Respondent is being ordered to provide notice of *General Motors* and *Beck* rights to the nonunion employees in the bargaining unit, despite the absence of a finding that the Respondent unlawfully failed to provide *General Motors* notice. I agree with this aspect of the remedy, but I would go further by extending the remedy to all employees in the bargaining unit. In my view, extension of the remedy in this respect ensures that all employees in the bargaining unit are made aware of the full extent of their obligations under the contractual union-security clause.

To effectuate this remedial goal, the Board in *Rochester*[5] ordered *General Motors* and *Beck* notice to all unit employees, members as well as nonmembers, notwithstanding that the *Beck* notice violation encompassed only nonmember unit employees. As explained by the Board in *Rochester*, "[t]o restrict the *Beck* remedy in this case to nonmembers would result in a situation where a segment of the bargaining unit—current members—would receive no notice of their *Beck* rights at the time that they learn, pursuant to our Order, of their right to become nonmembers." Supra, 323 NLRB at 261.

This rationale is equally applicable to the instant case. Where, as here, the Respondent has unlawfully failed to provide notice of the *Beck* component of the packaged

[1] *California Saw & Knife Works*, 320 NLRB 224 (1995), enfd. 133 F.3d 1016 (7th Cir. 1998).

[2] *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995), enf. denied on other grounds sub nom. *Buzenius v. NLRB*, 1124 F.3d 788 (6th Cir. 1997).

[3] *NLRB v. General Motors*, 373 U.S. 734 (1963).

[4] *Communication Workers v. Beck*, 487 U.S. 735 (1988).

[5] *Rochester Mfg. Co.*, 323 NLRB 260 (1997).

rights vis-a-vis a portion of the bargaining unit, it is appropriate to invoke our remedial authority to order disclosure of the full set of rights not only to them but to the entire unit thereby ensuring that all employees in the unit are made aware of the full extent of their obligations under the contractual union-security clause. To the extent that the Respondent may have already informed unit employees not covered by the complaint of their *General Motors* and *Beck* rights, it will be considered in compliance with its legal obligations. If, however, the Respondent has not yet complied with the law in this respect, an order that it do so will ensure that all unit employees are equally aware of their obligations under the union-security clause.

Therefore, for the foregoing stated reasons, and in accordance with *Rochester*, I would order commensurate unit-wide notice of employees' rights under *General Motors* and *Beck*.

MEMBER FOX, dissenting in part.

The complaint in this stipulated case alleges that since on or about August 31, 1993, the Respondent has failed to inform nonmember employees of certain rights to which they are entitled under *Communications Workers v. Beck*,[1] in violation of Section 8(b)(1)(A) of the Act. The parties have stipulated that since about July 1, 1994, the Employer has hired 12 new nonmember employees who became subject to the contractual union-security clause, that on their first day of employment the new hires were given packets of information that included applications for union membership and dues-checkoff authorization forms but no explanation of their rights under *Beck*, and that none of the 12 were given notice of their *Beck* rights before they joined the union. The parties have not stipulated to any failure to give *Beck* notice to employees who were in the bargaining unit prior to July 1994. Thus, the only violation that has been alleged and proven on this record is the failure to give *Beck* notice to the 12 employees hired after that date.

As a remedy for the violation, I would require the Respondent to give *Beck* notice and a *Rochester*[2] remedy to these 12 employees and any other new nonmember employees who first became obligated under the union-security clause after July 1, 1994, and who the General Counsel can show in compliance also did not receive notice of their rights under *Beck*.[3] In my view, however, the Board lacks the authority to extend the remedy to any unit employee who became obligated to pay dues or fees under the union-security clause prior to that date.

It is axiomatic that the Board's remedies must be tailored to fit the nature and extent of the violations found, and that the Act does not confer upon the Board "a punitive jurisdiction enabling the Board to inflict upon [the Respondent] any penalty it may choose because he is engaged in unfair labor practices, even though the Board be of the opinion that the policies of the Act might be effectuated by such an order." *Consolidated Edison Co. v. NLRB*, 305 U.S. 197, 235–236 (1938). As I have noted, there is no evidence in this record whatsoever that any unit employee who was already employed and paying dues or fees under the union-security clause prior to July 1, 1994, did not receive *Beck* notice, either at the time they were hired or at some later date.[4] Because no violation has been established as to such employees (or even *alleged* as to employees who were in the bargaining unit prior to August 31, 1993), to extend the remedy to them would be punitive rather than restorative.

In this regard, it should be noted that this is not simply a matter of requiring notice to employees of their rights under *Beck*. The remedy we are providing also requires that the employees to whom it is extended be given the opportunity to exercise their *Beck* objection rights retroactively and, if they object, be reimbursed by the Respondent with interest for any dues and fees collected from them for nonrepresentational purposes. The purpose of this remedy to is put employees who were unlawfully denied the opportunity to make an informed and timely choice as to whether to object back in the same position they would have been in had they received notice of their *Beck* rights at the appropriate time. Extending the remedy to employees who have not been alleged and proven to have been unlawfully deprived of the opportunity to make such a choice serves no such remedial purpose.

As the Supreme Court stated in *Carpenters Local 60 v. NLRB*, 365 U.S. 651, 655 (1961):

> The Board has broad discretion to adapt its remedies to the needs of particular situations so that "the victims of discrimination" may be treated fairly. *See Phelps Dodge Corp. v. Labor Board*, 313 U.S. 177, 194. But the power of the Board "to command affirmative action is remedial, not punitive, and is to be exercised in aid of

[1] 487 U.S. 735 (1988).

[2] *Rochester Mfg. Co.*, 323 NLRB 260 (1997).

[3] Where the General Counsel has alleged and proven discrimination against a defined and easily identified class of employees, the Board, with court approval, has found it appropriate to extend remedial relief to all members of that class, including individuals not specified in the complaint. E.g., *Woodline Motor Freight*, 278 NLRB 1141, 1143 fn. 6 (1986), enfd. in pertinent part 843 F.2d 285 (8th Cir. 1988); *Morton Metal Works*, 310 NLRB 195 (1993), enfd. 9 F.3d 108 (6th Cir. 1993), citing *Ironworkers Local 433 (Reynolds Electrical),* 298 NLRB 35, 36 (1990), enfd. 931 F.3d 897 (9th Cir. 1991). Here, the General Counsel has alleged and the stipulated facts establish that newly hired nonmember employees who became covered by the union-security clause after July 1, 1994 were not given notice of their *Beck* rights. Because this is a defined and easily identified class, it is appropriate to extend the remedy to all employees in that class.

[4] The Board has held that the requirement that employees covered by a union-security clause be given notice of their *Beck* and *General Motors* rights is satisfied by giving the employee notice once and is not a continuing requirement. *Paperworkers Local 1033 (Weyerhauser Paper Co.*), 320 NLRB 349, 350 (1995), revd. on other grounds sub nom *Buzenius v. NLRB*, 124 F.3d 788 (6th Cir. 1997).

the board's authority to restrain violations and as a means of removing or avoiding the consequences of violation where those consequences are of a kind to thwart the purposes of the Act." *Consolidated Edison Co. v. Labor Board*, 305 U.S. 197, 236.

Here, employees in the bargaining unit prior to July 1994 have not been shown to have been victims of the Respondent's unlawful conduct; thus, no "consequences of violation" are removed by the majority's order requiring the Respondent to allow them to retroactively object and obtain a refund of dues and fees collected from them. "The order in these circumstances becomes punitive and beyond the power of the Board." Id. I therefore dissent from this portion of the majority's decision.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail to inform nonmember unit employees, when we first seek to obligate them to pay dues under the union-security clause, of their rights to be and remain nonmembers and of the rights under *Communication Workers v. Beck*, 487 U.S. 735 (1988), to object to paying for union activities not germane to the Respondent's duties as bargaining agent, and to obtain a reduction in fees for such activities.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify all nonmember unit employees in writing of their right to become and remain nonmembers and of the rights of nonmembers under *Communication Workers v. Beck*, supra, to object to paying for union activities not germane to the Respondent's duties as bargaining agent and to obtain a reduction in fees for such activities.

WE WILL process the objections of nonmember bargaining unit employees whom the Respondent first sought to obligate to pay dues or fees under the union-security clause on or after July 24, 1993.

WE WILL reimburse, with interest, nonmember unit employees who file objections for any dues and fees exacted from them for nonrepresentational activities for each accounting period since August 1, 1994.

TEAMSTERS UNION LOCAL NO. 688 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AFL–CIO